

**TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT**

TO: Mayor and Councilmembers

FROM/PHONE: Gary Shimun, Town Administrator / 797-1030

PREPARED BY: Phillip R. Holste, Program Manager / 797-1041

SUBJECT: Resolution

AFFECTED DISTRICT: 2

ITEM REQUEST: Schedule for Council Meeting

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING THE LEASE SUPPLEMENT BETWEEN AMERICAN TOWER AND VERIZON WIRELESS CONCERNING THE MONOPOLE TELECOMMUNICATIONS TOWER LOCATED AT 6911 ORANGE DRIVE; AND PROVIDING FOR AN EFFECTIVE DATE.

REPORT IN BRIEF: On November 19, 1997, the Town signed an agreement (R97-406) with Omnipoint Communication DEF Operation, Incorporated to lease space for a monopole cellular tower at the Public Works Compound, 6911 Orange Drive. Subsequently, Omnipoint was purchased by American Tower Delaware Corporation. This initial agreement allowed two co-locations or three carriers on the monopole and stated that the Town would receive 50% of co-location revenue.

On February 7, 2007, a first amendment to the initial agreement was approved (R2007-31). This amendment provided for the placement of three (3) co-locations or a total of four (4) carriers. It also leases an additional 192 square feet of ground space to American Tower and granted permission to the addition of MetroPCS to the monopole. On August 1, a second amendment was approved (R2007-203). This amendment provided for the placement of five (5) co-locations or six carriers on the tower. It also leases an additional 360 square feet of ground space to American Tower.

The second amendment states that the Town Council has final approval of any co-location agreement between American Tower and any future carriers. This resolution approves the co-location agreement or lease supplement and grants permission to Verizon Wireless to co-locate on the monopole.

PREVIOUS ACTIONS: R97-406 (Original lease agreement), R2007-31 (First Amendment), R2007-203 (Second Amendment)

CONCURRENCES: Not applicable

FISCAL IMPACT: Yes

Has request been budgeted? No

Additional Comments: The Town will receive \$14,400 annually with a yearly increase of 3%.

RECOMMENDATION(S): Motion to approve.

Attachment(s): Resolution, Exhibit I: Lease Supplement

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING THE LEASE SUPPLEMENT BETWEEN AMERICAN TOWER AND VERIZON WIRELESS CONCERNING THE MONOPOLE TELECOMMUNICATIONS TOWER LOCATED AT 6911 ORANGE DRIVE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, LESSOR and OMNIPOINT entered into that certain Lease Agreement (“Agreement” dated November 19, 1997, which by this reference is incorporated herein and made a part hereof, whereby LESSOR leased to OMNIPOINT that certain real property in Broward County, Florida, located at 6911 Orange Drive, Davie, FL, more specifically described in and substantially shown as outlined on Exhibit “A” attached hereto and made a part hereof (“Property”); and

WHEREAS, LESSOR and TENANT previously amended the Agreement pursuant to the First Amendment to the Lease Agreement dated February 7, 2007 to allow four (4) carriers and lease an additional 360’ of ground space; and

WHEREAS, LESSOR and TENANT previously amended the Agreement pursuant to the Second Amendment to the Lease Agreement dated August 1, 2007 to allow six (6) carriers and lease an additional 360’ of ground space; and

WHEREAS, TENANT has agreed to a lease supplement with Verizon Wireless for co-location on the monopole; and

WHEREAS, TENANT and Verizon Wireless have requested the Town’s approval of the supplement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. That the recitals set forth above are true and correct and are made a part of this resolution.

SECTION 2. The Town Council of the Town of Davie hereby approves the aforementioned lease supplement between American Tower and Verizon Wireless.

SECTION 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2007.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK
APPROVED THIS _____ DAY OF _____, 2007

EXHIBIT I: LEASE SUPPLEMENT

LESSOR SITE NAME/SITE NUMBER: Davie Public Works, FL / 91540
LESSEE SITE NAME/SITE NUMBER: ATC Davie / 68471

LEASE SUPPLEMENT

This Lease Supplement ("Supplement"), made this 21st day of September 2007 between **Unisite/Omnipoint FL Tower Venture, LLC, a Delaware limited liability company**, with its principal offices located at 10 Presidential Way, Woburn, MA 01801, with a federal identification number of 59-3616984, hereinafter designated LESSOR and **Verizon Wireless Personal Communications LP, a Delaware limited partnership, d/b/a Verizon Wireless**, with its principal offices at c/o Verizon Wireless, One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920-1097, hereinafter designated LESSEE.

1. This Supplement is a Supplement to that certain Master Lease Agreement between American Tower, L.P. and Celco Partnership, dated June 11, 1999, as amended by an Amendment to Master Lease Agreement dated April 4, 2002, as amended by that certain Second Amendment to Master Lease Agreement dated July 13, 2004, and as amended by that certain Third Amendment to Master Lease Agreement and Existing Agreements dated February 13, 2007 ("Agreement"). All of the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of this Supplement shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.

2. The Property leased by the LESSOR to the LESSEE hereunder is described as follows:

Space for LESSEE's equipment building on the ground and antennas on LESSOR's Tower located on that parcel of land located in Broward County, State of Florida and being further described in a Memorandum of Lease filed with the Land Records of Broward County in Book 28285, Page 896, and as further identified on Exhibit 1 attached hereto.

3. In the event an Exhibit 1 is attached hereto describing the Property, the LESSEE shall have the right to survey the Property and said survey shall then become Exhibit 2 which shall be attached hereto and made a part hereof and shall control in the event of any discrepancies between it and Exhibit 1. The cost for such work shall be borne by the LESSEE.

4. The initial term of this Supplement shall be for ten (10) years and shall be subject to extension as set forth in Paragraph 2c(2) of the Third Amendment to the Agreement.

5. The rental for the initial term pursuant to this Supplement shall be due at an annual rental of Twenty-Eight Thousand Eight Hundred and 00/100 Dollars (\$28,800.00) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as the LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. The Commencement Date is defined as the first (1st) day of the month in which this Supplement is executed by all parties or the first (1st) day of the month in which LESSEE is granted a building permit by the governmental agency charged with issuing such permits, whichever event occurs last, but in no event later than November 1, 2007.

LESSOR SITE NAME/SITE NUMBER: Davie Public Works, FL / 91540
LESSEE SITE NAME/SITE NUMBER: ATC Davie / 68471

6. The annual rental shall increase by Three (3%) percent on the first day of September following the commencement of this Supplement and on the first day of each September thereafter, for the initial term and all extension terms.

7. Lessee Equipment Information:

The equipment of the Lessee is specified on Exhibit 3 attached hereto.

8. Other Provisions:

- a. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

[SIGNATURES APPEAR ON NEXT PAGE]

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

LESSOR SITE NAME/SITE NUMBER: Davie Public Works, FL / 91540
LESSEE SITE NAME/SITE NUMBER: ATC Davie / 68471

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

Signed, sealed and delivered in the presence
of:

Witness

Witness

LESSOR:

Unisite/Omnipoint FL Tower Venture, LLC, a
Delaware limited liability company

By: Unisite, Inc., its manager

By:

Name: Richard Rossi

Title: Director, Contract Management

Date: 9-21-07

LESSEE:

Verizon Wireless Personal Communications LP
d/b/a Verizon Wireless

By:

Name: Hans F. Leutenegger

Title: Area Vice President, Network, South Area

Date: 9-17-07

LESSOR SITE NAME/SITE NUMBER: Davie Public Works, FL / 91540
LESSEE SITE NAME/SITE NUMBER: ATC Davie / 68471

Exhibit 1
Property Description

Description of Parent Tract:

PARENT PARCEL
(ownership & encumbrance search)

Tract "A" DAVIE COMMUNITY FACILITIES II, according to the Plat thereof, as recorded in Plat Book 123, Page 48, of the Public Records of Broward County, Florida.

Description of Lessor's Utility Easement:

5' WIDE UTILITY EASEMENT
(description prepared by this office)

Being a 5 foot wide utility easement crossing over, under and through a parcel of land lying in Section 27, Township 30 South, Range 41 East, said parcel being the City of Davie, Florida property as depicted on a map recorded in Plat Book 123, Page 48, of the Public Records of Broward County, Florida, and lying within 2.5 feet of a center line being more particularly described as follows:

Commencing at the southwest corner of the plat of "Davie Community Facilities II", as recorded in Plat Book 123, Page 48, of the Public Records of Broward County, Florida, proceed thence along the West line of said plat N 02°00'33" W, for a distance of 80.00 feet to an existing concrete monument (stamped RLS 2973); thence continue with said West line N 02°00'33" W, for a distance of 1135.58 feet; thence leaving said West line N 87°58'27" E, for a distance of 58.78 feet to an existing 5/8" rebar (cap stamped LB 8480); thence N 88°57'01" E, for a distance of 24.00 feet; thence N 00°02'59" W, for a distance of 0.92 feet to the Point of Beginning; thence along the center line of this easement along a circular curve concave to the south, said curve having a central angle of 68°22'08", a radius of 58.50 feet; a chord bearing S 32°07'13" E, a chord distance of 65.74 feet, along the arc a distance of 88.51 feet; thence S 02°03'51" W, for a distance of 181.78 feet; thence S 87°56'09" E, for a distance of 21.65 feet; thence N 87°37'36" E, for a distance of 13.01 feet to the West line of an existing 15 foot wide Florida Power & Light Company easement (official records book 7752 page 851), the Point of Terminus.

containing ±12,000 square feet

Description of Lessor's Access Easement:

12' WIDE ACCESS EASEMENT
(official records book 28285 page 886 Exhibit A-p5)

A PORTION OF TRACT "A", "DAVIE COMMUNITY FACILITIES II", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 123, PAGE 48 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING 12 FOOT WIDE STRIP OF LAND THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

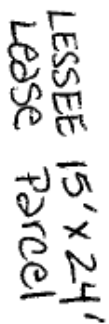
COMMENCE AT THE SOUTHWEST CORNER OF SAID TRACT "A"; THENCE ALONG THE SOUTH LINE OF SAID TRACT "A" NORTH 88°10'58" EAST (BEARING BASED ON PLAT AZIMUTH) 17.77 FEET TO THE POINT OF BEGINNING; THENCE NORTH 02°00'20" WEST 339.40 FEET TO A POINT OF CURVATURE OF A 200.00 FOOT RADIUS CURVE CONCAVE TO THE EAST; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°40'41" AN ARC DISTANCE OF 42.75 FEET TO A POINT OF TANGENCY; THENCE NORTH 11°40'21" EAST 320.87 FEET TO A POINT OF CURVATURE OF A 193.00 FOOT RADIUS CURVE CONCAVE TO THE WEST; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28°31'48" AN ARC DISTANCE OF 98.10 FEET TO A POINT OF REVERSE CURVATURE OF A 228.50 FOOT RADIUS CURVE CONCAVE TO THE EAST; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°00'00" AN ARC DISTANCE OF 75.11 FEET TO A POINT OF TANGENCY; THENCE NORTH 02°08'32" EAST 212.37 FEET TO A POINT OF CURVATURE OF A 50.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 84°04'24" AN ARC DISTANCE OF 82.08 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88°04'08" WEST 7.17 FEET TO THE POINT OF TERMINATION.

Depiction of Lessor's Property and Lessee's 15' x 24' Lease Parcel: See site plan attached as Exhibit 2.

LESSOR SITE NAME/SITE NUMBER: Davie Public Works, FL / 91540
LESSEE SITE NAME/SITE NUMBER: ATC Davie / 68471

Exhibit 2
Property Survey

(See Attached)



Anaplan Termar Corporation

DAVIE PUBLIC WORKS, FL

COMPOUND LAYOUT

| | | | |
|------|----------|-------|-------|
| DATE | 07/31/07 | 01540 | 0 |
| TIME | 7:15 | 10:01 | 10:01 |
| DATE | 07/31/07 | 01540 | 0 |
| TIME | 7:15 | 10:01 | 10:01 |

LESSOR SITE NAME/SITE NUMBER: Davie Public Works, FL / 91540
LESSEE SITE NAME/SITE NUMBER: ATC Davie / 68471

Exhibit 3
Equipment List

(See Attached)

| EXHIBIT 3 | | | | | | |
|--|---|---|--|--------------------|--|--------------------|
| Verizon Wireless Personal Communications LP d/b/a Verizon Wireless | | | | | | |
| Dear Public Works: | | | | | | |
| GROUND SPACE REQUIREMENTS | | | | | | |
| LOCATION OF CUSTOMER EQUIPMENT | INDOOR CABINETS (ATC Building) | | OUTDOOR CEELETER (Common Building) | | BTS <input checked="" type="checkbox"/> | |
| # of RACKS/COMPONENTS | 4 | | EQUIPMENT HEIGHT/HEIGHTS DIMENSIONS (LAW) (ft) | | 32' x 15.5' x 20' | |
| LEASED GROUND SPACE DIMENSIONS (LAW) (ft) | 12' x 34' | | CONCRETE PAD DIMENSIONS (LAW) (ft) | | 12' x 12' | |
| ADDITIONAL GROUND SPACE REQUIREMENTS (LAW) | NO | | POWER PROVIDED BY | | ATC PROVIDED <input checked="" type="checkbox"/> UTILITY COMPANY DIRECT <input type="checkbox"/> | |
| TR. INTERFERENCE REQUIREMENTS | FOTS | | FIS | | MICROWAVE <input type="checkbox"/> FIBER OPTICS <input type="checkbox"/> | |
| EQUIPMENT INFORMATION | ANTENNA TYPE | | ANTENNA MODEL | | CAPACITY (ROW) | |
| | ANTENNA TYPE | | ANTENNA MODEL | | CAPACITY (ROW) | |
| | Panel | | 110 gal | | Body in K | |
| ANTENNA EQUIPMENT SPECIFICATIONS | | | | | | |
| | ANTENNA QUANTITY | 2 | 2 | 2 | 2 | 2 |
| | TRANSMIT OR RECEIVE | TRANSMIT | TRANSMIT | TRANSMIT | TRANSMIT | TRANSMIT |
| | MANUFACTURER | Antel | Antel | Antel | Antel | Antel |
| | TYPE OF ANTENNAS | Panel | Panel | Panel | Panel | Panel |
| | MODEL # | BSA1500/12.2 | BSA1500/12.2 | BSA1500/12.2 | BSA1500/12.2 | BSA1500/12.2 |
| | ANTENNA WEIGHT (w/ or w/o base) | 10.0 lbs | 10.0 lbs | 10.0 lbs | 10.0 lbs | 10.0 lbs |
| | ANTENNA DIMENSIONS (LAW) (w/ base (in) or w/o base) | 70.9" x 6.7" x 2" | 70.9" x 6.7" x 2" | 70.9" x 6.7" x 2" | 70.9" x 6.7" x 2" | 70.9" x 6.7" x 2" |
| | ANTENNA HEIGHT (ft) | 120' | 120' | 120' | 120' | 120' |
| | WAD (CENTER) (ft) | 120' | 120' | 120' | 120' | 120' |
| | ANTENNA TYPE (Panel, Pole, Tripod, etc.) | Panel | Panel | Panel | Panel | Panel |
| | TURNABLE | NO | NO | NO | NO | NO |
| | COORDINATION OF RADIATION | 0 | 120 | 240 | 360 | 480 |
| | TX FREQ. RANGE | 191.15, 191.30 MHz | 191.15, 191.30 MHz | 191.15, 191.30 MHz | 191.15, 191.30 MHz | 191.15, 191.30 MHz |
| | RX FREQ. RANGE | 191.15, 191.30 MHz | 191.15, 191.30 MHz | 191.15, 191.30 MHz | 191.15, 191.30 MHz | 191.15, 191.30 MHz |
| | ANTENNA GAIN | 19 dBi | 19 dBi | 19 dBi | 19 dBi | 19 dBi |
| | # of LINES PER ANTENNA | 2 | 2 | 2 | 2 | 2 |
| | LINE TYPE | LDF | LDF | LDF | LDF | LDF |
| | LINE DIAMETER | 1.10" | 1.10" | 1.10" | 1.10" | 1.10" |
| | Is equipment mounting on building structure? (Yes/No) | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | | | | |
| INDOOR CEELETER EQUIPMENT SPECIFICATIONS | | | | | | |
| | TRANSMITTER | TRANSMITTER | TRANSMITTER | TRANSMITTER | TRANSMITTER | TRANSMITTER |
| | MANUFACTURER | Lucent | NOA | NOA | NOA | NOA |
| | TYPE & MODEL | Maxwell | NOA | NOA | NOA | NOA |
| | TYPE of SERVICE | PCS | NOA | NOA | NOA | NOA |
| | TX POWER OUTPUT | 16 Watts | NOA | NOA | NOA | NOA |
| | ESD | 21.9 | NOA | NOA | NOA | NOA |
| | AVERAGE MONTHLY POWER CONSUMPTION (if Applicable) | NOA | NOA | NOA | NOA | NOA |
| | PERMITTING SERVICE REQUIRED (Permit/Not) | 200 Amp / 240 Volts | NOA | NOA | NOA | NOA |
| | COORDINATION of CABLES (Applicable only if using Master Cabling System) | NOA | NOA | NOA | NOA | NOA |

